

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 2202 OF 1993

Videsh Sanchar Nigam Ltd	...Plaintiffs
Versus	
M/s.Khyber Hotel	
Corporation and Ors.	....Defendants

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Ms.Diana Postvala i/by. Mulla and Mulla Adv. for the  
plaintiffs.

Mr.A.P.Sathe, Adv. for the Defendants

CORAM: S.C.DHARMADHIKARI, J.

DATED: 9TH APRIL, 2008.

P.C. :

1. The plaintiffs and the defendants have  
tendered Consent Terms. The Consent Terms record that  
the Defendant no.1 has paid to the plaintiff the sums  
specified in Clause-2 of the Terms and in lieu of that  
the plaintiffs relinquish their claim in respect of the  
premises which are the subject matter of the suit.

2. The terms are signed after both sides

negotiated and were made aware of all implications therein. The same have been signed without any pressure or force. The clauses in the Consent Terms are confirmed. The Authorised signatories have signed the Terms, so also, their Advocates. The Consent Terms is taken on record and marked 'X for identification. Order in terms of Consent Terms.

3. The plaintiff does not press the claim as against the partners, namely, the Defendant nos.2 and 3 personally. Suit dismissed for want of prosecution as far as Defendant nos.2 and 3 are concerned.

sd/-

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